

## CITY OF ALAMEDA

### Memorandum

To: Honorable Mayor and  
Members of the City Council

From: Lisa Goldman  
Acting City Manager

Date: January 18, 2011

Re: Authorize the Acting City Manager to Enter into the Second Amended and Restated Agreement for Maintenance and Management of the Harbor Bay Ferry Terminal

### BACKGROUND

In December 1990, the City of Alameda and the Harbor Bay Business Park Association (HBBPA) entered into an Agreement for the Operation, Maintenance, and Management of Public Marine Transportation Terminal Facility (Agreement), which requires HBBPA to perform operational, maintenance, and management services for the City at the Harbor Bay Ferry Terminal. In 2004, the parties updated the Agreement by entering into the First Amended and Restated Agreement for Operation, Maintenance, and Management of Public Marine Transportation Terminal Facility (First Amended Agreement). Since the San Francisco Bay Area Water Emergency Transportation Authority (WETA) will now be operating the Alameda Harbor Bay Ferry (AHBF) service, the First Amended Agreement needs to be revised.

### DISCUSSION

The First Amended Agreement requires HBBPA to maintain and repair the Harbor Bay Ferry Terminal, follow specific operating procedures, and comply with licenses and agreements from outside agencies. The City reimburses HBBPA for this work. The proposed Second Amended and Restated Agreement for Operation, Maintenance, and Management of the Harbor Bay Ferry Terminal (Second Amended Agreement) relieves HBBPA of the responsibility for waterside assets, operations, and maintenance. Under the Ferry Service Operations Transfer Agreement (Transfer Agreement), responsibility for the operation and cost of waterside assets is assumed by WETA. Landside maintenance will still be the responsibility of HBBPA, though such costs will be reimbursed by WETA. The proposed modifications are:

1. **Ferry Terminal Maintenance and Repair:** HBBPA shall no longer be responsible for the maintenance and repair of any waterside facilities (including the float, passenger ramps, piles, pier, passenger ramps, navigational marker

buoys, and dredging). WETA has agreed to assume these responsibilities under the terms of the approved Transfer Agreement. HBBPA shall continue to provide for the weekly wash down of the float and the yearly painting of the passenger ramp with non-skid paint.

2. **Required Operating Procedures:** HBBPA shall no longer be required to comply with certain operating procedures specified in City Council Resolution No. 12014 as revised by the City's Planning Board on November 13, 1995. Resolution 12014 conditions that are being assumed by WETA (in whole or in part, as indicated below) are:
  - a. Condition No. 7: Minimum of 60% of Painted Surfaces to be Painted With Water Based or Latex Paints and Finishes. (To be assumed by WETA as to waterside assets only.)
  - b. Condition No. 9: Maintain Markers of Northerly Limit of Offshore Eelgrass Bed, Shoals, or Shallow Points.
  - c. Condition 10: Removal and Installation of Piles for Float and Maintenance Dredging.
  - d. Condition No. 12: Compliance with City Noise Ordinance. (To be assumed by WETA as to WETA activities only.)
  - e. Condition No. 13: Minimize glare from lights. (To be assumed by WETA as to WETA lights.)
  - f. Condition No. 18: Vessel Speeds Near Shore.
  - g. Condition No. 19: Distance from Eelgrass Beds.
  - h. Condition No. 20: Propeller Thrust Near Shore.
  - i. Condition No. 21: Off-Site Fueling and Repairs.
  - j. Condition No. 23: Noise of Vessel Operations.
  - k. Condition No. 24: Bilge Wastes.
  - l. Condition No. 26: Public Transit Inter-Modal Transfers. Demonstrates a good faith effort to work with AC Transit or other appropriate public transit provider to establish a free intermodal transfer privilege for bus/ferry patrons.
  - m. Condition No. 28: Encourage Bicycle, Public Transit, and Multiple Occupancy Vehicle Use by charging for parking or providing within Alameda free AC Transit connections to and from the Harbor Bay ferry terminal parking lot for ferry patrons.
  - n. Condition No. 34: Contingency Operating Plan for Safety and Driving Conditions that addresses how service will be accommodated in high wind conditions.
  - o. Condition No. 35: Require vessel operator to log approach and departure

speeds and file monthly reports.

- p. Condition No. 36: Initiate Changes in Operations to Mitigate Unanticipated Significant Adverse Environmental Impacts of the Waterside Assets.

Resolution No. 12014 responsibilities retained by HBBPA are:

- q. Condition No. 7 Condition No. 7: Minimum of 60% of Painted Surfaces to be Painted With Water Based Or Latex Paints and Finishes. (To be retained by HBBPA as to landside assets only.)
- r. Condition No. 11: Best management practices shall be followed in all soil-distributing activities on adjacent upland sites, in order to minimize sedimentation in the Bay.
- s. Condition No. 12: Compliance with City Noise Ordinance. (To be retained by HBBPA as to landside activities only.)
- t. Condition No. 13: Minimize glare from lights. (To be retained by HBBPA as to landside lights only.)
- u. Condition No. 15: Waster receptacles shall be provided in accordance with the specifications of City.
- v. Condition No. 16: Bicycle lockers/racks shall be provided at the terminal.

In addition, HBBPA will continue to provide maintenance, repair, landscaping, and security services for the parking lot, restrooms, and passenger waiting area of the Harbor Bay Ferry Terminal.

- 3. **Responsibilities Under Licenses and Agreements from Outside Agencies:**  
These responsibilities are specified in various licenses and agreements between the City and the Bay Conservation and Development Commission (BCDC), the US Army Corps of Engineers (USACE), the Port of Oakland, and the US Coast Guard (USCG). WETA will assume all responsibilities as they relate to waterside assets and/or operations under the terms of the proposed Transfer Agreement. These include the maintenance of marine facilities (BCDC, USACE) and operation and repair of navigational marker buoys (USCG). The sole exception to the above is responsibility for riprap repair which shall remain the City's.

A copy of the Second Amended Agreement is on file in the City Clerk's office.

### FINANCIAL IMPACT

The AHBF service is budgeted under the Capital Improvement Program (621.10) and is funded through farebox revenue, Regional Measure 1 (RM1), Measure B, Regional

Measure 2 (for WETA-boat operations), and Transportation Improvement Funds (TIF). The Second Amended Agreement identifies costs for ongoing management and operation of the AHBF terminal. All ferry terminal operating costs are funded through a combination of Landscaping & Lighting Maintenance District (LLMD) funds, TIF, and public subsidies obtained by the City from the Metropolitan Transportation Commission RM1, and Measure B.

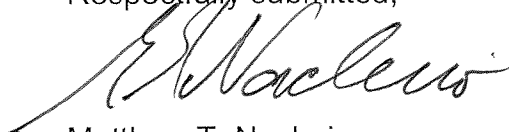
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code.

RECOMMENDATION

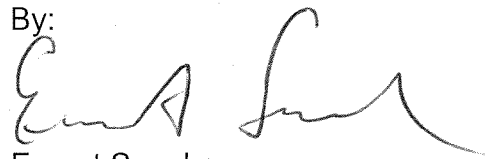
Authorize the Acting City Manager to enter into the Second Amended Agreement for maintenance and management of the Harbor Bay Ferry terminal.

Respectfully submitted,



Matthew T. Naclerio  
Public Works Director

By:



Ernest Sanchez  
Ferry Manager

Approved as to funds and account,



Fred Marsh  
Controller

Exhibit:

1. Second Amended and Restated Agreement for Operation, Maintenance, and Management of the Harbor Bay Ferry Terminal (on file in the City Clerk's office)
- cc: Joseph Ernst, HBBPA  
C. Timothy Hoppen (HBM)  
Stephen K. Brimhall (HBM)  
Dan Reidy (Bellecci & Associates)  
Nina Rannels, (WETA)  
Watchdog Committee - Ferry